BILL NO. S-87-02-29

SPECIAL ORDINANCE NO. S-41-87

AN ORDINANCE approving Contract for Resolution #6074-86, Sidewalks on Radcliffe Drive from Pontiac to Manford, 1986 Bond Issue - Phase II, between Gaines Construction Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Resolution #6074-86, Sidewalks on Radcliffe Drive from Pontiac to Manford, 1986 Bond Issue - Phase II, by and between Gaines Construction Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the improvement of Radcliffe Drive from Pontiac to Manford by replacing Sidewalks (both sides). This is a 1986 Bond Issue - Phase II;

the Contract price is Twenty-Seven Thousand Five Hundred Thirty-Two and 50/100 Dollars ($27,532.50), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 2-24-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-41-87 on the 10th day of March, 1987,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of March, 1987, at the hour of 11:00 o'clock ~~A~~ P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of March, 1987, at the hour of 10:00 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

BID TAB DATE: 1-14-87

RADCLIFFE DR. - PONTIAC TO RAMFORD 12717786 RES. RDI 6074-86

ITEM	QUANTITY	UNIT	BIDDER: GAINES CONST. UNIT COST ($)	GAINES CONST. AMOUNT ($)	BIDDER: LAKESIDE CONST., CO. UNIT COST ($)	LAKESIDE CONST., CO. AMOUNT ($)	BIDDER: TOMCO CONST. CO., INC. UNIT COST ($)	TOMCO CONST. CO., INC. AMOUNT ($)	BIDDER: M.A. GAINES CONST.. UNIT COST ($)	M.A. GAINES CONST.. AMOUNT ($)	BIDDER: RIETH-RILEY CONST. CO. UNIT COST ($)	RIETH-RILEY CONST. CO. AMOUNT ($)	BIDDER: HIPSKIND CONCRETE UNIT COST ($)	HIPSKIND CONCRETE AMOUNT ($)
CONCRETE REMOVAL	1175	SY	3.00	3525.00	3.00	3525.00	3.85	4523.75	3.00	3525.00	4.00	4700.00	4.80	5640.00	3.80	4465.00
TREE REMOVAL	4	EA	300.00	1200.00	350.00	1400.00	250.00	1000.00	300.00	1200.00	300.00	1200.00	205.00	820.00	525.00	2100.00
6" DRIVE APPROACH	175	SY	25.00	4375.00	20.50	3587.50	18.00	3150.00	21.00	3675.00	23.00	4025.00	21.00	3675.00	21.00	3675.00
4" STANDARD WALK	9000	SF	1.80	16200.00	1.85	16650.00	1.95	17550.00	2.10	18900.00	2.00	18000.00	2.10	18900.00	2.10	18900.00
6" WINGWALK	380	SF	2.50	950.00	2.50	950.00	2.20	836.00	2.35	893.00	4.00	1520.00	2.50	950.00	3.00	1140.00
GRANULAR FILL	60	TON	5.00	300.00	7.00	420.00	6.00	360.00	4.00	240.00	9.00	540.00	6.00	360.00	10.00	600.00
TOP SOIL	20	TON	10.00	200.00	10.00	200.00	8.00	160.00	10.00	200.00	12.00	240.00	10.00	200.00	12.50	250.00
SEED MULCH & FERTILIZER	800	SY	1.00	800.00	1.00	800.00	1.00	800.00	0.50	400.00	0.50	400.00	1.00	800.00	2.10	1680.00
			TOTAL:	$27,550.00	TOTAL:	$27,532.50	TOTAL:	$28,379.75	TOTAL:	$29,033.00	TOTAL:	$30,625.00	TOTAL:	$31,345.00	TOTAL:	$32,810.00
					% over	0.00%	% over	2.92%	% over	5.11%	% over	10.04%	% over	12.11%	% over	16.03%
					% under	0.06%	% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%

INVITATION FOR BIDS/AWARD OF CONTRACT*

(Non-Federally Assisted Construction)

PROJECT: RADCLIFFE DRIVE from PONTIAC to MANFORD. 1986 BOND ISSUE **RESOLUTION #** 6074-86

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certification of Bidder/Vendor on Anti-Apartheid

Discount for prompt payment	10 Calendar Days ____ %	20 Calendar Days ____ %	30 Calendar Days ____ %	Other ____ %

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

* * * * * * * * * *

BID SUMITTED

Contractor Gaynor Const

By Henry Gaynor

Its V. President

Offer Date Jan 14 1987

Bidder agrees to keep bid open for acceptance for 120 (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84
B.O.W.. Non-Fed.

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

Odetta K. Ford

City of Fort Wayne
Mayor

Award Date 1/21/87

*Note: Award will be made on this form

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

December 26, 1986

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 14th day of January, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RADCLIFFE DRIVE from PONTIAC to MANFORD - RES. NO. 6074-86

To improve Radcliffe Drive from Pontiac to Manford by replacing sidewalks (both sides)

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive,and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of _____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. MBE The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership 100 %.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 98 % participation (employees) 98 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 100 %. (cross out inapplicable provision)

C. The undersigned commits 98 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Joyce Cambell	Hobson RD.	Trackins
2. Catherine Beckum	Hanna	Truckins
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____

(attach additional sheets as necessary)

Contractor Gaines Const
By Henry Gaines Jr
Its V. President

Contractor Gaines Const
By Henry Gaines Jr
Its V. President

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor _____

By _____

Its _____

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☐ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

_____

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RES. NO. 6074-86 RADCLIFFE DRIVE from PONTIAC to MANFORD

All work will be performed in accordance with: Resolution #6074-86, the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE of $** ~~87,530.50~~ (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 9-1-87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ **Liquidated Damages Provision.** (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 9-1-87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 9-1-87 ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1975.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1978, a form will be included in bid documents requiring contractor to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester, Director of Public Works

Cosette R. Simon, Director of Administration and Finance

Lawrence D. Consalvos, Director of Public Safety

AN EQUAL OPPORTUNITY EMPLOYER

APPLICATION FOR PERMIT TO CUT INTO FORT WAYNE STREETS

5806

Permit No. _____

Name of Street _____

Township _____

To the FORT WAYNE BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

Addition _____

_____ 19____

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: _____

TYPE OF SURFACE where the cut is to be made is _____

NATURE OF OPENING TO BE MADE: The opening to be made will be _____ feet long in right of way, and _____ feet long in road surface by _____ feet wide, and _____ feet deep.

PURPOSE OF OPENING: _____

CHARGE: Enclosed please find my certified check for _____($_____ Dollars). ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS ($_____) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer;

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

SAMPLE

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to _____a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of _____($_____).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars ($300.00) for each offense.

Name of Applicant: _____

Signature of Applicant _____

Address _____ Zip Code_____

Telephone _____

DATE APPROVED _____

APPROVED:

_____ FORT WAYNE PERMIT ENGINEER

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.

BOARD OF PUBLIC WORKS.

Form 1011 (rev. 6/76)

G-21 ORDINANCE APPLIES

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Steve Gaines	483280

Gaines Const Co Inc.
Contractor

Resolution Number 6074-86

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Gaines Const

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry Gaines Jr.
V. President

Subscribed and sworn to before me by Henry Gaines, Jr
this 13th day of January, 19 87.

My Commission Expires:

July 6, 1988

Barbara L Burney
Notary Public Barbara L Burney
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry Daines, the president
(name) (position)
of Daines Const & Dev
(company)

hereby certify:

(1) That the Financial Statement of said company, dated the 13th day of Jan, 1987, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: Jan 13 1987

Henry Daines
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 13th day of January, 1987.

Barbara R Burney
Barbara R Burney

My commission expires:

July 6, 1988

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Haines & Co Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Haines & Co., that Haines & Co. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 14 day of Jan, 1987.

Haines & Co Inc.
(Name of Bidder/Vendor)

Helen Haines / President
(Name and Title of Person Signing)

BOND NO. MI 0009560

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Co., Inc.,

as PRINCIPAL, (hereinafter called the Principal), and Credit General Insurance Company, a corporation duly organized under the State of Ohio and authorized to transact a general surety business in the State of Ind. as SURETY, (hereinafter called the Surety), are held firmly bound unto:

Street Engineering Dept. City of Ft. Wayne, Indiana

as OBLIGEE, (hereinafter called the Obligee), in the sum equal to 5 % of the accompanying bid of the Principal, not, however, in excess of One Thousand Seven Hundred Fifty & no/100********** dollars, ($ 1,750.00****), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the Obligee a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or (2) the furnishing of the specified goods, supplies or products, to wit:

Resolution # 6704-86
Radcliff Drive== Pontiac & Manford

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or any amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to the Principal for execution, should the Obligee award the Principal the said work or contract, or any part thereof: and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going thereinto, as in the specifications or contracts provided; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee shall have actually suffered by reason of such failure, not exceeding the penal sum of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said award at the time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 14th day of January 19 87

Gaines Construction Company, Inc.

BY _____
Principal

Credit General Insurance Company

BY Jerry Bey
Jerry Bey
Attorney-in-Fact

CREDIT GENERAL INSURANCE COMPANY

SPRINGFIELD, OHIO

POWER OF ATTORNEY — FOR BID BONDS ONLY

PRINCIPAL Gaines Construction Co., Inc. EFFECTIVE DATE January 14, 1987

CONTRACT AMOUNT _____ AMOUNT OF BOND $ 1,750.00

POWER NO. MI 0009560

KNOW ALL MEN BY THESE PRESENTS: That the Credit General Insurance Company, a Corporation in the State of Ohio, having its home office at One South Limestone Street, Springfield, Ohio 45501, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 16th day of May, 1984, to wit:

"Resolved, that any two officers of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

does hereby make, constitute and appoint Jerry Bey

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The obligation of the Company shall not exceed two hundred thousand ($200,000.00) dollars.

And to bind Credit General Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Credit General Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Credit General Insurance Company has caused these presents to be signed by two officers of the Company and its Corporate Seal to be hereto affixed.

CREDIT GENERAL INSURANCE COMPANY

Forrest J. Curtin, President

CREDIT GENERAL INSURANCE COMPANY CORPORATE SEAL * 1964 *

Senior Vice President

Notary Public)
State of Ohio) SS:

On this 16th day of May, 1984, before the subscriber, a Notary Public of the State of Ohio duly commissioned and qualified, came Forrest J. Curtin and David F. Hutchinson of the Credit General Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Springfield, Ohio, the day and year above written.

NOTARIAL SEAL • STATE OF OHIO •

Notary Public

SHARON L. GULVAS
NOTARY PUBLIC, State of Ohio
My Commission Expires January 16, 1987

State of Ohio) SS:

I, the undersigned, Secretary of CREDIT GENERAL INSURANCE COMPANY, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, is now in force.

Signed and Sealed at the Home Office of the Company, in Ohio. Dated this 14th **day of** January **A.D., 19** 87

CREDIT GENERAL INSURANCE COMPANY CORPORATE SEAL * 1964 *

L.K. Hill, Secretary

CC SU 100 (8-85)

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR: James Const

PROJ | RADCLIFFE DR. - PONTIAC TO MANFORD RES. NO: 6074-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1.	CONCRETE REMOVAL	1175	SY	3.00	3525
2.	TREE REMOVAL	4	EA	350.00	1400
3.	6" DRIVE APPROACH	175	SY	20.50	3587.50
4.	4" STANDARD WALK	9000	SF	1.85	16650
5.	6" WINGWALK	380	SF	2.50	950
6.	GRANULAR FILL	60	TON	7.00	420
7.	TOP SOIL	20	TON	10.00	200
8.	SEED MULCH & FERTILIZER	800	SY	1.00	800

TOTAL: 27.532.50

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

Bond No. SU-15976

Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

Gaines Construction Company, Inc.
217 W. Washington Center Road
Ft. Wayne, Indiana 46825

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor and,

Credit General Insurance Company
7366 N. Lincoln Avenue, Suite 300
Lincolnwood, Illinois 60646

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Twenty seven thousand five hundred thirty two and 50/100 ---------- Dollars ($ 27,532.50),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 19 , entered into a contract with Owner for Resolution 6074-86, Radcliffe Drive - 1986 Bond Issue - Pontiac to Manford, Sidewalks both sides

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall promptly and faithfully perform said Contract and make payment to all claimants, as hereinafter defined, for all labor and material used in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A) Whenever Contractor shall be, and declared by owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall either
   1) Complete the Contract in accordance with its terms and conditions; or
   2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof, subject to the limitations in Paragraph D.
   3) The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

B) 1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C) No suit or action shall be commenced hereunder by any claimant,

1) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the following: the Principal, the Owner, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2) After the expiration of one (1) year following the date on which the Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 3rd day of February 19 87

Gaines Construction Company, Inc.
(Principal) (Seal)

(Witness)

Henry Gaines V. President
(Title)

Credit General Insurance Company
(Surety) (Seal)

Maria Land
(Witness)

Ila Delman
Ila Delman (Title) Attorney-in-Fact

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Francine Savitt a Notary Public of Cook County, State of Illinois do hereby certify that Ila Delman Attorney-in-Fact of Credit General Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, for and on behalf of Credit General Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office at Lincolnwood, Illinois in said county, this 3rd day of February 1987, A.D.

My Commission Expires 4-20-88

Francine Savitt
Notary Public

CREDIT GENERAL INSURANCE COMPANY

SPRINGFIELD, OHIO

POWER OF ATTORNEY

PRINCIPAL Gaines Construction Company, Inc. EFFECTIVE DATE February 3,1987

CONTRACT AMOUNT $27,532.50 AMOUNT OF BOND $ 27,532.50

POWER NO. SU (15976)

KNOW ALL MEN BY THESE PRESENTS: That the Credit General Insurance Company, a Corporation in the State of Ohio, having its home office at One South Limestone Street, Springfield, Ohio 45501, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 16th day of May, 1984, to wit:

"**Resolved, that any two officers of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.**

Be It Further Resolved, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

does hereby make, constitute and appoint Marvin Silverman, Martin L. Shape, Ila Delman, John J. Millette, Steven Berz and/or Deborah J. O'Neill of Illinois its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign , execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The obligation of the Company shall not exceed one million ($1,000,000.00) dollars.

And to bind Credit General Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Credit General Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Credit General Insurance Company has caused these presents to be signed by two officers of the Company and its Corporate Seal to be hereto affixed.

CREDIT GENERAL INSURANCE COMPANY

Forrest J. Curtin, President

CREDIT GENERAL INSURANCE COMPANY CORPORATE SEAL *1964*

Senior Vice President

Notary Public)
State of Ohio) SS:

On this 16th day of May, 1984, before the subscriber, a Notary Public of the State of Ohio duly commissioned and qualified, came Forrest J. Curtin and David F. Hutchinson of the Credit General Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Springfield, Ohio, the day and year above written.

NOTARIAL SEAL • STATE OF OHIO •

Notary Public

SHARON L. GULVAS
NOTARY PUBLIC, State of Ohio
My Commission Expires January 16, 1987

State of Ohio) SS:

I, the undersigned, Secretary of CREDIT GENERAL INSURANCE COMPANY, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, as set forth in the Certificate of Authority, is now in force.

Signed and Sealed at the Home Office of the Company, in Ohio. Dated this 3rd **day of** February **A.D., 19** 87

CREDIT GENERAL INSURANCE COMPANY CORPORATE SEAL *1964*

L.K. Hill, Secretary

CG-SU-3(11-85)

1,772

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 6074-86, Sidewalks on Radcliffe Dr. from Pontiac to Manford, 1986 Bond Issue - Phase II

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Resolution #6074-86 is for the improvement of Radcliffe Drive from Pontiac to Manford by replacir Sidewalks (both sides). This is 1986 Bond Issue - Phase II. Gaines Construction is the Contractor.

S-87-02-29

EFFECT OF PASSAGE Improved walks on Radcliffe Drive.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $27,532.50

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-02-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for Resolution #6074-86, Sidewalks on Radcliffe Drive from Pontiac to Manford, 1986 Bond Issue - Phase II, between Gaines Construction Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
Janet D Bradbury	JANET G. BRADBURY VICE CHAIRPERSON	
	PAUL M. BURNS	
	JAMES S. STIER	
Charles B. Redd	CHARLES B. REDD	

CONCURRED IN 3-10-87.

SANDRA E. KENNEDY
CITY CLERK